



City of Annapolis
Art in Public Places Commission
 Pip Moyer Recreation Center
 273 Hilltop Lane
 Annapolis, Maryland 21401

FOR CITY USE ONLY	
SUBMITTED	_____
STATUS	_____

Director of Recreation & Parks • 410-263-7958 • Fax 410-216-9284 • TDD use MD Relay or 711 • www.annapolis.gov

Work of Art Application and Agreement

This Work of Art Application and Agreement (collectively, “Application”) shall be submitted by the applicant (“Applicant”) to the City of Annapolis (“City”) Art in Public Places Commission (“AiPPC”) for any Work of Art (as defined below), and any related activities, proposed to be displayed, installed, constructed, or held on or at City property to determine whether the Work of Art is in compliance with all applicable laws and regulations, and to obtain approval from the AiPPC in accordance with Chapter 6.24 of the City Code and all AiPPC adopted guidelines.

Pursuant to Chapter 6.24 of the City Code, “Work of Art” includes, but is not limited to, visual arts such as a sculpture, monument, mural, fresco, relief, painting, fountain, banner, mosaic, ceramic, weaving, carving and stained glass and art forms in music, dance, film, video, theater, voice and writing.

1. **PERSONAL INTERVIEW.** A personal interview with the AiPPC is required for all Works of Art during which the Applicant shall present a proposal or other presentation of the Work of Art, including photographs, videos, recordings, images, concept drawings, models, and/or construction plans for all aspects of the Work of Art. An applicant may also provide other work samples, a portfolio, a resume and/or recommendations.
2. **INSURANCE.** **The Applicant understands and agrees that the Work of Art, and any related activities, shall not be protected or covered by any City insurance unless expressly agreed to in a separate agreement executed by the City’s Mayor. The Applicant shall obtain any insurance it deems necessary to protect the Work of Art in the Applicant’s sole discretion and at the Applicant’s sole cost.** The City and AiPPC shall not be liable for any damage to property of the Applicant or of others located on City property or entrusted to its or their employees nor for the loss of any property by theft or otherwise, nor for any damage to property resulting from theft, casualty, acts of God, fire, steam, gas, electricity, wind, water, rain or snow, or from any other cause whatsoever; nor shall the City or AiPPC be liable for any such damage caused by other persons on City property, or for damage caused by routine City operations. **All property of the Applicant displayed, kept or stored on City property shall be so kept at the risk of the Applicant only.**
3. **DAMAGE TO CITY PROPERTY.** If the Work of Art shall result in damages to, or loss of, City property, in addition to any insurance and/or indemnification, the Applicant shall be responsible for the full cost of repair and/or replacement of that City property within thirty (30) calendar days of invoicing.
4. **INDEMNIFICATION.** The Applicant shall indemnify, defend and hold harmless the AiPPC and the City and its elected officials, department directors, and other employees and agents from all liability for any and all injuries or damages to persons or property that arise from the use of, access to, and/or lease of City property pursuant to the approval of this Application and the Work of Art, and for any attorneys’ fees and all other costs incurred in addressing and defending any and all claims, demands, complaints, and lawsuits that seek to impose liability on the AiPPC or the City or its elected officials, department directors, and/or other employees and agents in connection therewith, including, but not limited to, by any third party arising from the alleged violation of any third party’s trade secrets, proprietary information, trademark, copyright, patent rights, or other intellectual property rights, or from the alleged violation of unfair competition, defamation, invasion of privacy, anti-discrimination laws or regulations, or any other right of any person or entity in connection with the Work of Art.
5. **DELINQUENT OBLIGATIONS.** This Application shall not be approved by the AiPPC if the Applicant is delinquent on any City obligation, tax, payment, or other liability.
6. **SUBMISSION PROCESS.** This Application may either be completed electronically and e-mailed to the AiPPC at aippc@annapolis.gov or completed as a paper submission and delivered or mailed to the Department of Recreation

and Parks, Attn: Art in Public Places Commission, Pip Moyer Recreation Center, 273 Hilltop Lane, Annapolis, MD 21401. The AiPPC shall review, and approve and/or deny this Application in accordance with Chapter 6.24 of the City Code, as may be amended, and all applicable AiPPC adopted guidelines.

7. FUNDING. If the Applicant is requesting funding (including donations and financial sponsorships) from the AiPPC, the Applicant understands and agrees that such funding must be used for a specific Work of Art, and further understands and agrees that funding may not be used for general operating costs. **The Applicant must disclose all other sources of funding for the Work of Art in Paragraph 21 below, including any other City funding and funding from the private sector. A request for AiPPC funding will be rejected if the Applicant received funding in the previous City fiscal year (July 1st – June 30th), and a repeat Applicant who received prior AiPPC funding must present a Work of Art that differs significantly from the one previously funded.**
8. PRIORITY FOR AiPPC FUNDING. Priority for City funding shall be given to a Work of Art that demonstrates one or more of the following: (a) Applicant is a City resident; (b) Applicant is applying for the first time; (c) Applicant has not received AiPPC funding in the past; (d) Applicant has obtained a “matching funds” component from the private sector; (e) Applicant has not currently received other funding from the City government; and/or (f) the proposed Work of Art is innovative in concept and uses unorthodox spaces for art display/performances.
9. CITY COUNCIL. This Application may be subject to review and approval by the City Council.
10. PERMITS/LEASES/CONTRACTS. Depending on the nature of the Work of Art, a City Special Events Permit, City signed lease, and/or a City signed contract may be required as further specified in Paragraph 19 this Application. The issuance of any City approval pursuant to this Application for the Work of Art shall not relieve the Applicant from the obligation to obtain any other applicable necessary permits or licenses, as may be required for the Work of Art by the City and any other governmental entity.
11. DOCUMENTARY PROOF/OWNERSHIP. The AiPPC reserves the right to require the Applicant to produce documentary proof and/or ownership of any matter relating to the Work of Art at any time and in any form, and the Applicant shall submit such requested documentary proof to the AiPPC within fourteen (14) calendar days of such request.
12. SUSPENSION/REVOCAION. The AiPPC may suspend or revoke approval of this Application for any failure to comply with the terms and conditions of this Application. Upon notice of suspension or revocation by the AiPPC, pursuant to this Paragraph 12, whether verbally or in writing, the Applicant shall immediately cease and desist from all work, activities, actions or proceedings related to this Application or the Work of Art, or shall not commence if the Work of Art is not already commenced.
13. CODE REQUIRED SELECTION STANDARDS. Pursuant to Section 6.24.050 of the City Code, the AiPPC shall give special attention to the following matters for any Work of Art, as applicable: (a) conceptual compatibility of the design with the immediate environment of the site; (b) appropriateness of the design to the function of the site; (c) compatibility of the design and location with a unified design character or historical character of the site; (d) creation of an internal sense of order and a desirable environment for the general community by the design and location of the Work of Art; (e) preservation and integration of natural features for the Work of Art; (f) appropriateness of the materials, textures, colors and design to the expression of the design concept; and (g) representation of a broad variety of tastes within the community and the provision of a balanced inventory of art in public places to ensure a variety of style, design and media throughout the community.
14. EVALUATION OF APPLICATION. This Application will be judged on the following: (a) response to the AiPPC’s requests and City’s needs; (b) completeness of this Application including timely responses and realistic budgets; (c) clarity of the Work of Art proposal and any subsequent presentations; (d) AiPPC review of Applicant’s submitted work samples and/or portfolio; (e) scope of previous projects and experience; (f) proven ability to meet any applicable City criteria and work with City staff; (g) validation of resume and recommendations; (h) compatibility of the Work of Art proposal with the local community; and (i) creativity and appropriateness of the Work of Art proposal, including subject, design and materials.
15. NOT PERMITTED. The AiPPC may not approve and no Work of Art shall: (a) contain language, representations, depictions, or images that discriminate on any prohibited grounds of discrimination as may be set forth in federal, state, local, or City laws or regulations; (b) fail to conform with the details, instructions and guidelines set forth in this Application, the City Code and any AiPPC adopted guidelines; (c) contain inaccurate or deceptive claims or statements; (d) depict violence; (e) violate § 11-105 of the Criminal Law Article of the Maryland Annotated Code, as may be

amended, related to adult sexual displays; (f) depict or reference alcohol or tobacco products; (g) depict or reference any products illegal under federal, state, local or City laws; or (h) violate or conflict with any existing federal, state, local, or City laws.

16. ACKNOWLEDGMENT, REPRESENTATIONS, WARRANTIES. The Applicant acknowledges that the Applicant has read, understands and unconditionally accepts all terms and conditions stated in this Application. If the Applicant is an entity, the Applicant certifies that (a) it is currently licensed or registered to do business in the State of Maryland, (b) that it is in good standing with the State of Maryland, (c) that the individual signing below is legally authorized by the Applicant to sign this Application on its behalf and to legally bind it thereby, (d) that such signature represents the Applicant's acceptance of the terms and conditions of this Application, and (e) that the Applicant guarantees all liabilities and obligations imposed on it pursuant to the approval of this Application. If the Applicant is an individual, he/she certifies that his/her signature represents his/her acceptance of the terms and conditions of this Application, and that he/she individually guarantees all liabilities and obligations imposed on him/her pursuant to the approval of this Application.

17. LEGALLY BINDING; ENTIRE AGREEMENT. This Application is a legally binding and enforceable agreement, and this Application, any attachments, and if applicable, any formal agreement with the City, Short-Term Exhibition Agreement and/or Special Event Application, set forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Application. This Application shall not be waived, amended or modified except in writing and signed by the authorized representative(s) of the parties. In the event of a conflict, the order of precedence shall be as follows, listed from highest precedence to lowest precedence:

- (a) Any written amendment to this Application;
- (b) Any Formal Agreement with the City;
- (c) This Application;
- (d) Any Short-Term Exhibition Agreement;
- (e) Any Special Events Application; and
- (f) Any other attachments to this Application.

18. GOVERNING LAW. This Application and its interpretation shall be governed by Maryland law. The venue for all actions pursuant to this Application shall be the Courts of Anne Arundel County, Maryland.

19. TYPE OF WORK OF ART:

Permanent Installation with Donation or Sale of Work of Art to City (Formal Agreement with City Required).

Permanent Installation on Private Property (Formal Agreement with City Required).

Temporary Installation (Short-Term Exhibition Agreement Required).

Performance or Event on City Property (Special Event Application Required).

Performance or Event on Private Property.

AiPPC Financial Sponsorship or Donation

Other: _____

20. WORK OF ART INFORMATION. Fill in the following information for the Work of Art:

Work of Art Title _____

Work of Art Description _____

(Applicant shall attach photographs, videos, recordings, images, concept drawings, models, and/or construction plans for all aspects of the Work of Art.)

Work of Art Proposed Location(s)/Address(es) _____

(Applicant shall attach a map or other drawing reflecting all proposed locations.)

Will Work of Art be in the Historic District? Yes No Work of Art will be in Ward # _____

Does Work of Art include any "cultural heritage components" defined as the legacy of places, artifacts and intangible attributes of a group or society that are inherited from past generations, maintained in the present and bestowed for the benefit of future generations? Yes No

Contact Name _____ Phone Number _____

E-mail _____

Applicant's Legal Name _____

Owner of Work of Art Name (if different from Applicant) _____

If an entity, Applicant is organized in the State of: _____

If an entity, is Applicant in good standing in the State of Maryland? Yes No

Address _____

21. BUDGET AND FUNDING:

What is total estimated budget for Work of Art?

If applicable, what is the schedule for display, installation and/or construction of Work of Art?

If applicable, what routine maintenance does the Work of Art require, include how often and annual cost estimates?

If applicable, what date(s) will Work of Art be held on? _____

Any funding requested from the AiPPC? Yes No If yes, amount \$ _____ / date needed _____

Any other funding requested from the City? Yes No If yes, amount \$ _____ / type _____

If AiPPC funding requested, what will it specifically be used for (funding may not be used for general operating costs)?

Any services requested from the AiPPC? Yes No If yes, explain in detail _____

Any other funding for Work of Art? (List all sources of funding by funder name and dollar amount).

Any prior funding received from the AiPPC for other Work(s) of Art? Yes No

If yes, amount \$ _____, when provided _____, and how does this Work of Art differ from any other AiPPC-funded Work of Art by you?

22. MARKETING.

AiPPC will provide marketing support and publicity for exhibitions (and related programming) to the best of its abilities. This can include but is not limited to: (a) press releases and calendar notices to local media outlets; (b) postings on social media outlets; (c) inclusion in AiPPC and City e-newsletters; (d) inclusion in AiPPC and City printed publications including education catalogs; (e) postings on AiPPC and City webpages; and (f) other marketing activities determined by the AiPPC in coordination with the City Public Information Officer. To effectively market the Work of Art, the following must be provided to the AiPPC at least one (1) month prior to an exhibition opening or other public event: (v) an up-to-date Applicant's biography; (w) an Applicant statement; (x) a minimum of three (3) high resolution images of the Work of Art (titled, medium, dimensions); (y) the title of any exhibition, if applicable; and (z) a 2-3 sentence description of the exhibition, if applicable.

23. APPLICANT SIGNATURES.

Signature of Applicant, Individual Date _____

Name _____

Signature of Applicant's Legally Authorized Representative, Entity Date _____

By Name _____ Title _____

FOR AIPPC USE ONLY

Personal Interview conducted at AiPPC meeting on (insert date): _____.

Work of Art selected through: RFP # _____ Sole Source Award

If AiPPC funding was requested, priority was given based on the following factors from Paragraph 8 (check all that apply):

- City resident;
- First time applicant;
- Not received AiPPC funding in the past;
- "Matching funds" from the private sector;
- No other funding from the City government; and/or
- Innovative in concept and uses unorthodox spaces for art display/performances.

Briefly describe which factors from Paragraphs 13 and 14 were considered in approving/disapproving this Application:

Copy of Application sent to following City agencies **prior** to approval (include dates sent).

Mayor's Office _____ Recreation & Parks _____

Public Works _____ HPC _____

Finance _____ Heritage Comm'n _____

Work of Art Application is hereby (attach approved AiPPC meeting minutes with vote on Work of Art):

- Approved
- Disapproved
- Approved with the following modifications:

Work of Art assigned to following AiPPC liaison: _____

Amount of Funding Approved: \$ _____

Signature of Chair on behalf of the AiPPC Date _____

Date sent to Director of Recreation & Parks for Release of Funds. _____

Date sent to City Procurement Officer for Purchase Order/Payment of Funds. _____

Date sent to Office of Law for drafting/execution of Formal Agreement with City. _____

Date sent to Development and Events Specialist for City Special Events Permit. _____

Please provide this Application, all attachments, and approved AiPPC meeting meetings with all requests!